

FILED

2011 JUN 29 PM 3:30
CLERK U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES

LARRY SIU-KEE POON, an individual,

Plaintiff,

vs.

NORTHROP GRUMMAN CORPORATION,
a Delaware corporation; AON HEWITT
NAVIGATORS INSURANCE SERVICES,
INC. a.k.a. Aon Corporation and a.k.a. Aon
Hewitt, a California corporation; STATE
STREET BANK AND TRUST COMPANY, a
Massachusetts corporation; DOES 1 through
10

Defendants.

CV11 05420

JFW

JCG

Case Number:

COMPLAINT FOR DAMAGES

Jury Trial Demanded

Plaintiff Larry Poon ("Plaintiff") by and through its undersigned attorneys, hereby prays to this honorable Court for relief and remedy based on the following:

INTRODUCTION

Plaintiff is an individual residing in the State of California. Plaintiff has been enrolled in a pension plan that Northrop has been managing the said pension plan, called North Grumman Financial Security and Savings Program ("Plan"). Defendants including Hewitt and State Street

1 have owed fiduciary duties to Plan and Plan's customers ("Customers") including Plaintiff as
 2 they have had discretionary authority or discretionary responsibility and/or de facto control in the
 3 administration of the Plan. On or about May 24, 2010, the funds in the amount of \$47,403.40
 4 ("Lost Funds") in Plaintiff's account of the Plan have been withdrawn, that Plaintiff never
 5 authorized. ("Incident"). As soon as finding out about the said transfer, at 9 a.m. EST on May
 6 26, 2010, Plaintiff immediately notified Northrop that he never authorized the said transfer.
 7 Plaintiff also reported about the transfer to the police on June 2, 2010.

8 Northrop did not finish its investigation about the transfer nor reimbursed the Lost Funds
 9 to Plaintiff within 10 days from the date of the first notice of Plaintiff on May 26, 2010. On July
 10 6, 2010 and September 8, 2010, Plaintiff again sent letters to Northrop informing about the status
 11 and requesting for reimbursement of the Lost Funds. However, Northrop mailed to Plaintiff a
 12 notice about its conclusion of the investigation ("Investigation") Northrop conducted with Hewitt,
 13 only on December 10, 2010. Through the notice, Northrop informed Plaintiff that Northrop
 14 decided not to reimburse the Lost Funds. The notice indicated that Hewitt was in charge of
 15 security measures for protecting the Plan funds and investigating about the unauthorized
 16 transfers of Plaintiff's funds. Even after Plaintiff's appeal from the conclusion of the
 17 Investigation, none of the Defendants including Northrop reimbursed the Lost Funds to Plaintiff.

18 JURISDICTION AND VENUE

- 19 1. This action arises under federal statutes including the Employee Retirement Income
 20 Security Act of 1974, Title 29 U.S.C., §1001 *et seq.* (ERISA) and Electronic Funds
 21 Transfers Act of 1978, Title 15 U.S.C., §1693 *et seq.* (EFTA).
- 22 2. This Court has federal question jurisdiction under 28 U.S.C. § 1331, and supplemental
 23 jurisdiction as to claims under the law of the State of California under 28 U.S.C. § 1367.
- 24 3. Venue in this judicial district is proper under 28 U.S.C. § 1391(c) and 1400(a) in that this
 25 is the judicial district in which a substantial part of the acts and omissions giving rise to
 26 the claims occurred.

27 PARTIES

- 28 4. Plaintiff is an individual residing in the County of Los Angeles, California.

- 1 5. Plaintiff is informed and believes and thereon alleges that Defendant NORTHROP
2 GRUMMAN CORPORATION ("Northrop") is, and at all times herein mentioned was, a
3 corporation organized and existing under the laws of Delaware with its agent for services
4 C T Corporation System at 818 W. Seventh St., Los Angeles, CA, providing pension
5 benefit plan services to its customers including California residents such as Plaintiff.
- 6 6. Plaintiff is informed and believes and thereon alleges that Defendant AON HEWITT
7 NAVIGATORS INSURANCE SERVICES, INC. a.k.a. Aon Corporation and a.k.a. Aon
8 Hewitt ("Hewitt") is, and at all times herein mentioned was, a corporation organized and
9 existing under the laws of California at 2730 Gateway Oaks Dr. Suite 100, Sacramento
10 CA 95833.
- 11 7. Plaintiff is informed and believes and thereon alleges that Defendant STATE STREET
12 BANK AND TRUST COMPANY ("State Street") is, and at all times herein mentioned
13 was, a corporation organized and existing under the laws of Massachusetts with its agent
14 for services C T Corporation System at 818 W. Seventh St., Los Angeles, CA.
- 15 8. Plaintiff is informed and believes and thereon alleges that some of Defendants Hewitt and
16 State Street, and Defendants DOES 1 through 100, inclusive, are employees or
17 independent contractors to Defendant Northrop, which DOE Defendants have owed to
18 the Plan and its customers the duties to use reasonable efforts, and fiduciary duties, to
19 properly manage, maintain, and/or take other reasonably necessary measures to protect
20 the Plan for the best interest of the Plan customers including Plaintiff. The true names,
21 whether corporate, individual or otherwise, and capacities of defendants sued herein as
22 Does 1 through 100 are presently unknown to Plaintiff at this time, and therefore,
23 Plaintiff sues said defendants by such fictitious names. Plaintiff will seek leave to amend
24 this complaint to allege their true names and capacities when the same have been
25 ascertained. Plaintiff is informed and believes, and based thereon alleges, that each of
26 defendants designated as a DOE is responsible in some manner for the events alleged
27 herein and the damages caused thereby.
- 28 9. Plaintiff is informed and believes and thereupon alleges that at all times relevant hereto

each of Defendants acted in concert with each other, was the agent, affiliate, officer, director, manager, principal, alter-ego, and/or employee of the remaining defendants and was at all times acting within the scope of such agency, affiliation, alter-ego relationship and/or employment; and actively participated in or subsequently ratified and adopted, or both, each and all of the acts or conducts alleged, with full knowledge of all the facts and circumstances, including without limitation to full knowledge of each and every wrongful conducts and Plaintiff's damages caused therefrom.

FIRST CLAIM FOR RELIEF

(For Breach of Fiduciary Duties under ERISA – Against all Defendants, and Each)

10. Plaintiff repeats, re-alleges and incorporates herein by reference as though fully set forth all of the allegations stated herein.

11. Under ERISA, Defendants have owed fiduciary duties to Plan and the Customers including Plaintiff as they have had discretionary authority or discretionary responsibility and/or de facto control in the administration of the Plan.

12. Plaintiff is informed and believes, and thereupon alleges that Defendants breached their fiduciary duties of care and loyalty by failing to; maintain proper security system for protecting the Customers' funds and information that are accessible online; follow industry standards of other financial institutions similarly situated, in maintaining the security system; take necessary measures after having similar incidents of unauthorized transfers of funds online causing damages to the Customers; provide proper disclosures to Customers including Plaintiff as required under ERISA and EFTA and other applicable laws; comply with requirements of EFTA in investigating Plaintiff's Incident by failing to conclude the Investigation or reimburse the Lost Funds within 10 days from the date of Plaintiff's notice thereof; and reasonably conduct the Investigation; as well as by making misrepresentations, or omitting to disclose material information, as to the status of Investigation and findings thereof.

13. As a direct and proximate result of Defendants' breach of fiduciary duties, the Plaintiff has been suffering special and general damages including substantial financial losses

1 including the Lost Funds.

2 14. The aforementioned conducts of Defendants were wanton, malicious, fraudulent, and
3 oppressive, thereby depriving the Plaintiff of her trust and emotional well-being and was a
4 despicable conduct that subjected the Plaintiff to unjust hardship in conscious disregard of
5 the Plaintiff's rights, so as to justify an award of exemplary and punitive damages.

6 SECOND CLAIM FOR RELIEF

7 (For violations of EFTA – Against Northrop and Does 1-100)

8 15. The Plaintiff repeats and re-alleges all of the forgoing paragraphs of this Complaint, and
9 incorporates by reference each and every allegation contained therein as though fully set
10 forth herein.

11 16. On or about May 24, 2010, the funds in Plaintiff's account of the Plan have been
12 withdrawn, that Plaintiff never authorized. As soon as finding out about the said transfer,
13 at 9 a.m. EST on May 26, 2010, Plaintiff immediately notified Northrop that he never
14 authorized the said transfer. Plaintiff also reported about the transfer to the police on
15 June 2, 2010.

16 17. Northrop did not finish its investigation about the transfer nor reimbursed the Lost Funds
17 to Plaintiff within 10 days from the date of the first notice of Plaintiff on May 26, 2010.
18 On July 6, 2010 and September 8, 2010, Plaintiff again sent letters to Northrop informing
19 about the status and requesting for reimbursement of the Lost Funds.

20 18. However, Northrop mailed to Plaintiff a notice about its conclusion of the investigation
21 Northrop conducted with Hewitt, only on December 10, 2010. Through the notice,
22 Northrop informed Plaintiff that Northrop decided not to reimburse the Lost Funds. The
23 notice indicated that Hewitt was in charge of security measures for protecting the Plan
24 funds and investigating about the Incident.

25 19. Plaintiff is informed and believes, and thereupon alleges that Northrop and other Doe
26 Defendants to whom EFTA is applicable violated EFTA by failing to; provide proper
27 disclosures to Customers including Plaintiff as required under EFTA; comply with
28 requirements of EFTA in investigating Plaintiff's Incident by failing to conclude the

Investigation or reimburse the Lost Funds within 10 days from the date of Plaintiff's notice thereof; and reasonably conduct the Investigation; as well as by making misrepresentations, or omitting to disclose material information, as to the status of Investigation and findings thereof.

20. As a proximate result of Northrop's violations of EFTA, the Plaintiff has suffered general and special damages including the Lost Funds.

21. The aforementioned conduct of Northrop was despicable conduct that subjected the Plaintiff to a cruel and unjust hardship in conscious disregard of the Plaintiff's rights, so as to justify an award of exemplary and punitive damages.

THIRD CAUSE OF ACTION

(For Negligence – Against all Defendants, and Each)

22. The Plaintiff repeats and re-alleges all of the forgoing paragraphs of this Complaint, and incorporates by reference each and every allegation contained therein as though fully set forth herein.

23. Defendants had a duty to comply with the applicable sections of EFTA, ERISA and other applicable laws, as well as reasonably maintain and protect the funds of Plan as they had such authority, discretion, control and/or responsibility.

24. Plaintiff is informed and believes, and thereupon alleges that Defendants breached their duties of reasonable care and complying with applicable laws by failing to; maintain proper security system for protecting the Customers' funds and information that are accessible online; follow industry standards of other financial institutions similarly situated, in maintaining the security system; take necessary measures after having similar incidents of unauthorized transfers of funds online causing damages to the Customers; provide proper disclosures to Customers including Plaintiff as required under ERISA and EFTA and other applicable laws; comply with requirements of EFTA in investigating Plaintiff's Incident by failing to conclude the Investigation or reimburse the Lost Funds within 10 days from the date of Plaintiff's notice thereof; and reasonably conduct the Investigation; as well as by making misrepresentations, or omitting to disclose material

1 information, as to the status of Investigation and findings thereof.

2 25. The above statutes were enacted to protect the public, including the Plaintiff, from
3 incompetent maintenance of the Plan, which would cause serious harm to the Customers
4 including the Plaintiff, and the public who may potentially be a customer.

5 26. The statutes were enacted to prevent the harm the Plaintiff has suffered. Defendants' acts
6 as described above are a serious and continuing threat to the Plaintiff and the public. If
7 Defendants are allowed to continue his wrongful acts, the Plaintiff and the public may
8 suffer further injury, loss, and damage.

9 27. The Plaintiffs have suffered special and general damages including the Lost Funds and
10 additional legal expenses due to the violations of the above statutes.

11 28. By violating the above statutes, Defendants breached his duties of reasonable care and
12 complying with applicable laws.

13 29. As a direct, proximate, and foreseeable result of Defendants' breach of the above-said
14 duties of reasonable care and complying with the applicable laws, Plaintiff has suffered
15 special and general damages including the Lost Funds.

16 **FOURTH CLAIM FOR RELIEF**

17 (For Breach of Fiduciary Duties – Against all Defendants, and Each)

18 30. The Plaintiff repeats and re-alleges all of the forgoing paragraphs of this Complaint, and
19 incorporates by reference each and every allegation contained therein as though fully set
20 forth herein.

21 31. Defendants have owed fiduciary duties to Plan and the Customers including Plaintiff as
22 they have had discretionary authority or discretionary responsibility and/or de facto
23 control in the administration of the Plan.

24 32. Plaintiff is informed and believes, and thereupon alleges that Defendants breached their
25 fiduciary duties of care and loyalty by failing to; maintain proper security system for
26 protecting the Customers' funds and information that are accessible online; follow
27 industry standards of other financial institutions similarly situated, in maintaining the
28 security system; take necessary measures after having similar incidents of unauthorized

1 transfers of funds online causing damages to the Customers; provide proper disclosures to
 2 Customers including Plaintiff as required under ERISA and EFTA and other applicable
 3 laws; comply with requirements of EFTA in investigating Plaintiff's Incident by failing
 4 to conclude the Investigation or reimburse the Lost Funds within 10 days from the date of
 5 Plaintiff's notice thereof; and reasonably conduct the Investigation; as well as by making
 6 misrepresentations, or omitting to disclose material information, as to the status of
 7 Investigation and findings thereof.

8 33. As a direct and proximate result of Defendants' breach of fiduciary duties, the Plaintiff
 9 has been suffering special and general damages including substantial financial losses
 10 including the Lost Funds.

11 34. The aforementioned conducts of Defendants were wanton, malicious, fraudulent, and
 12 oppressive, thereby depriving the Plaintiff of her trust and emotional well-being and was
 13 a despicable conduct that subjected the Plaintiff to unjust hardship in conscious disregard
 14 of the Plaintiff's rights, so as to justify an award of exemplary and punitive damages.

15 **FIFTH CAUSE OF ACTION**

16 (For Fraud – Against all Defendants, and Each)

17 35. The Plaintiff repeats and re-alleges all of the forgoing paragraphs of this Complaint, and
 18 incorporates by reference each and every allegation contained therein as though fully set
 19 forth herein.

20 36. Plaintiff is informed and believes, and thereupon alleges that Defendants made
 21 misrepresentations, and omitted to disclose material information, to Plaintiff as to their
 22 failures to; maintain proper security system for protecting the Customers' funds and
 23 information that are accessible online; follow industry standards of other financial
 24 institutions similarly situated, in maintaining the security system; take necessary
 25 measures after having similar incidents of unauthorized transfers of funds online causing
 26 damages to the Customers; provide proper disclosures to Customers including Plaintiff as
 27 required under ERISA and EFTA and other applicable laws; and reasonably conduct the
 28 Investigation; as well as by making misrepresentations, or omitting to disclose material

information, as to the status of Investigation and findings thereof.

37. Without knowing the above misrepresentations or omission to disclose, in reasonable reliance thereupon, Plaintiff has maintained his funds in the Plan, and after reporting about the Lost Funds, Plaintiff further wasted his time and resources with his reasonable expectation that the Investigation would be reasonably conducted.

38. Had he known about the above misrepresentations or omission to disclose, in reasonable reliance thereupon, Plaintiff would have not maintained his funds in the Plan, nor wasted his time and resources.

39. As a direct and proximate result of Defendants' misrepresentations and omission to disclose, the Plaintiff has been suffering special and general damages including substantial financial losses including the Lost Funds.

40. The aforementioned conducts of Defendants were wanton, malicious, fraudulent, and oppressive, thereby depriving the Plaintiff of her trust and emotional well-being and was a despicable conduct that subjected the Plaintiff to unjust hardship in conscious disregard of the Plaintiff's rights, so as to justify an award of exemplary and punitive damages.

SIXTH CAUSE OF ACTION

(For Unfair Competition - Against all Defendants, and Each)

41. The Plaintiff repeats and re-alleges all of the forgoing paragraphs of this Complaint, and incorporates by reference each and every allegation contained therein as though fully set forth herein.

42. The court has jurisdiction over this action pursuant to Business and Professions Code Section 17200 et seq. as Defendants conduct businesses in the State of California.

43. Plaintiff is informed and believes, and thereupon alleges that Defendants committed fraudulent, unlawful and unfair business practices by failing to; maintain proper security system for protecting the Customers' funds and information that are accessible online; follow industry standards of other financial institutions similarly situated, in maintaining the security system; take necessary measures after having similar incidents of unauthorized transfers of funds online causing damages to the Customers; provide proper

disclosures to Customers including Plaintiff as required under ERISA and EFTA and other applicable laws; comply with requirements of EFTA in investigating Plaintiff's Incident by failing to conclude the Investigation or reimburse the Lost Funds within 10 days from the date of Plaintiff's notice thereof; and reasonably conduct the Investigation; as well as by making misrepresentations, or omitting to disclose material information, as to the status of Investigation and findings thereof.

44. Defendants actually and proximately caused damage to the Plaintiff. Defendants' unlawful, fraudulent, and unfair business conduct directly caused the Plaintiff's special and general damages including the Lost Funds. The Plaintiff is entitled to relief, including full restitution and/or compensation.

45. As a direct, proximate, and foreseeable result of Defendants' wrongful conducts as alleged above, Defendants' business acts or practices have caused injury to the Plaintiff and the public; and Plaintiff's are entitled to relief, including full restitution and/or disgorgement of all revenues, earnings, profits, compensation, and benefits which may have been obtained by Defendants as a result of such business acts or practices.

46. The Plaintiff is informed and believes, and based thereon alleges, that Defendants' acts as described above are a serious and continuing threat to the Plaintiffs and the public. If the Defendants are allowed to continue his wrongful acts, the Plaintiff and the public will suffer further immediate and irreparable injury, loss, and damage.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against all Defendants as follows:

1. With respect to Each Claim for Relief

- a. That Plaintiff be awarded general/special damages including the Lost Funds in the amount of \$47,403.40;
- b. That Plaintiff be awarded costs of litigation;
- c. That Plaintiff be awarded prejudgment interest;
- d. That Plaintiff be awarded such further legal and equitable relief as the Court deems

proper.

2. In Addition to the above stated requests for damages, for the 1st and 2nd Causes of Action

a. Reasonable attorney fees

3. In Addition to the above stated requests for damages, for the 1st, 2nd, 4th and 5th Causes of Action

a. Punitive/exemplary damages

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury in this action pursuant to Federal Rule of Civil Procedure 38 and the Seventh Amendment of the Constitution.

Dated: June 28, 2011

Respectfully submitted,



C. Yong Jeong, Esq.
Attorneys for Plaintiff Larry S. Poon

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge John F. Walter and the assigned discovery Magistrate Judge is Jay C. Gandhi.

The case number on all documents filed with the Court should read as follows:

CV11- 5420 JFW (JCGx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

===== :
NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Name & Address:

Chan Yong Jeong (SBN255244)
 Law Offices of Chan Yong Jeong
 3435 Wilshire Blvd., Suite 1740
 Los Angeles, CA 90010
 Tel: (213)388-6612

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

Larry Siu-Kee Poon, an individual

CASE NUMBER

PLAINTIFF(S)

CV11 05420 JFW JCGX

v.

Northrop Grumman Corporation, a Delaware
 corporation (see attached)

DEFENDANT(S).

SUMMONS

TO: DEFENDANT(S):

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, C. Yong Jeong (SBN255244), whose address is Law Offices of Chan Yong Jeong, 3435 Wilshire Blvd. Ste 1740, Los Angeles, CA 90010. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

JUN 29 2011

Dated: _____

By: _____

CHRISTOPHER POWERS

Deputy Clerk

(Seal of the Court)



[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

1181

ATTACHMENT A

Larry Siu-Kee Poon, an individual,
Plaintiff,

vs.

Northrop Grumman Corporation, a Delaware corporation; Aon Hewitt Navigators Insurance Services, Inc. a.k.a. Aon Corporation and a.k.a. Aon Hewitt, a California corporation; State Street Bank and Trust Company, a Massachusetts corporation; DOES 1 through 10
Defendants,

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/> Larry Siu-Kee Poon, an individual	DEFENDANTS Northrop Grumman Corporation, a Delaware corporation; Aon Hewitt Navigators Insurance Services, Inc. aka Aon Corporation and aka Aon Hewitt, a California corporation; State Street Bank and Trust Company, a Massachusetts corporation; DOES 1 through 100
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Law Offices of Chan Yong Jeong 3435 Wilshire Blvd. Suite 1740, Los Angeles, CA 90010 Tel: (213)388-6612	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td align="center"><input checked="" type="checkbox"/> 1</td> <td align="center"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td align="center"><input type="checkbox"/> 4</td> <td align="center"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td align="center"><input type="checkbox"/> 2</td> <td align="center"><input checked="" type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td align="center"><input type="checkbox"/> 5</td> <td align="center"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td align="center"><input type="checkbox"/> 3</td> <td align="center"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td align="center"><input type="checkbox"/> 6</td> <td align="center"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4																				
Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.)

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify):	<input type="checkbox"/> 6 Multi-District Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge
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V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☐ Yes ☒ No **MONEY DEMANDED IN COMPLAINT:** \$ TBD at trial

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 Employee Retirement Income Security Act of 1974, Title 29 U.S.C., §1001 et seq. (ERISA), Electronic Funds Transfers Act of 1978, Title 15 U.S.C., §1693 et seq. (EFTA)

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER RELATIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FOREIGNURE PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input checked="" type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) (405(g)) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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FOR OFFICE USE ONLY: Case Number:

CV11 05420

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes
If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Plaintiff Larry Siu-Kee Poon - Los Angeles County	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Defendant Aon Hewitt Navigators Insurance Services, Inc. - Los Angeles County	Defendant Northrop Grumman Corporation - Delaware Defendant State Street Bank and Trust Company - Massachusetts

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
All claims - Los Angeles county and other places that are unknown to plaintiff	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties
Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):  Date 6/28/2011

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))